

BILL OF SALE

THIS **BILL OF SALE** (this “Bill of Sale”) is being executed and delivered by CSC Oregon Holdings, Inc. (f/k/a Chrome Systems Corporation), a Delaware corporation (“Seller”), as of May 10, 2005, in favor of Bright Acquisition Corporation, a Delaware corporation (“Buyer”).

RECITALS

WHEREAS, Seller and Buyer have entered into that certain Asset Purchase Agreement, dated as of April 18, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the “Purchase Agreement”);

WHEREAS, Seller owns or has the rights to use and transfer all of the assets used in connection with the Business;

WHEREAS, Seller desires to sell, and Buyer desires to purchase, certain assets used in the Business on the terms and conditions set forth in the Purchase Agreement;

WHEREAS, the board of directors and the stockholders of Seller have adopted the Purchase Agreement and approved the sale by Seller and the purchase by Buyer of the Assets pursuant to the terms thereof (the “Asset Sale”); and

WHEREAS, the execution and delivery of this Bill of Sale by Seller is a condition to the consummation of the transactions contemplated by the Purchase Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration to Seller, receipt of which is hereby acknowledged, and pursuant to the Purchase Agreement, Seller, intending to be legally bound hereby, hereby agrees as follows:

1. *Definitions.* Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

2. *Sale and Assignment of Assets and Properties to Buyer.* Seller does hereby sell, assign, transfer and deliver to Buyer all of its right, title and interest in, to and under all tangible assets of Seller which are a part of the Assets and all intangible assets of Seller which are a part of the Assets, in each case free and clear of all Encumbrances.

3. *Assets and Properties Not Sold and Assigned.* Notwithstanding Section 2 hereof, the Assets shall exclude the Excluded Assets and the Excluded Assets shall be retained by Seller.

4. *Obligations and Liabilities Not Assumed.* Buyer does not by this Bill of Sale assume or agree to pay, perform or discharge any liabilities or obligations of Seller of any nature, kind or description whatsoever. The terms and provisions of the assumption of liabilities and obligations of Seller by Buyer are set forth in the Instrument of Assumption of Assumed Liabilities, dated as of the date hereof, between Seller and Buyer.

5. *Assignment of Contracts.* To the extent the assignment of any insurance policy, Contract, Permit, commitment or other Asset to be assigned by Seller to Buyer pursuant to this Bill of Sale shall require the Approval of any other person, this Bill of Sale shall not constitute a contract to

assign the same if an attempted assignment would constitute a breach thereof or give rise to any right of acceleration or termination. Seller shall cooperate with Buyer at its request in endeavoring to obtain such Approval promptly, and if any such Approval cannot be obtained, to ensure that Buyer obtains the benefits thereof, including enforcement of any and all rights of Seller against the other party thereto arising out of breach or cancellation thereof by such other party or otherwise.

6. *No Third-Party Beneficiaries.* Nothing in this Bill of Sale, whether expressed or implied, is intended or shall be construed to confer upon or give to any person, other than the parties hereto and the Indemnified Parties, any rights, remedies or other benefits under or by reason of this Bill of Sale.

7. *Assignment.* This Bill of Sale shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Any party may assign any of its rights hereunder, but no such assignment shall relieve it of its obligations hereunder.

8. *Further Actions.* From and after the date of this Bill of Sale, Seller shall execute and deliver to Buyer such other instruments of conveyance, assignment and transfer, shall make such filings with Governmental Entities and shall take such other action as Buyer may reasonably request or as may be otherwise necessary to more effectively transfer, convey and assign to, and vest in, Buyer and put Buyer in possession of, any part of the Assets.

9. *Governing Law.* THIS BILL OF SALE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF DELAWARE (WITHOUT REFERENCE TO THE CHOICE OF LAW PRINCIPLES) AS TO ALL MATTERS INCLUDING MATTERS OF VALIDITY, CONSTRUCTION, EFFECT, PERFORMANCE AND REMEDIES.

10. *Consent to Jurisdiction.* EACH PARTY HEREBY IRREVOCABLY SUBMITS TO AND ACCEPTS FOR ITSELF AND ITS PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE NON-EXCLUSIVE JURISDICTION OF AND SERVICE OF PROCESS PURSUANT TO THE LAWS OF THE STATE OF DELAWARE AND THE RULES OF ITS COURTS, WAIVES ANY DEFENSE OF FORUM NON CONVENIENS AND AGREES TO BE BOUND BY ANY JUDGMENT RENDERED THEREBY ARISING UNDER OR OUT OF IN RESPECT OF OR IN CONNECTION WITH THIS BILL OF SALE OR ANY RELATED DOCUMENT OR OBLIGATION.

11. *Amendment.* This Bill of Sale shall not be modified or amended except by an instrument or instruments in writing signed by each party.

12. *Counterparts.* This Bill of Sale may be executed in two or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and originals or facsimile counterparts thereof have been delivered to the other party.

[signature pages follow]

IN WITNESS WHEREOF, each of Seller and Buyer have caused this Bill of Sale to be
duly executed on its behalf by their respective duly authorized representatives as of the day and year first
above written:

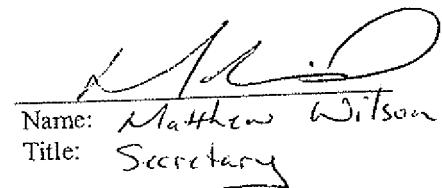
Seller:

CSC OREGON HOLDINGS, INC., a
Delaware corporation

By: 

Name: David Mingle
Title: President

Attest:

By: 
Name: Matthew Wilson
Title: Secretary

Acknowledged and agreed:

Buyer:

BRIGHT ACQUISITION CORPORATION, a
Delaware corporation

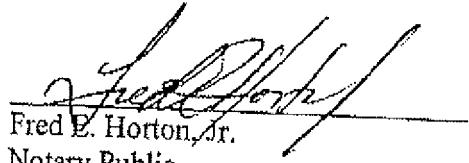
By: 

Name:

Title:

STATE OF NEW YORK)
COUNTY OF NASSAU)
) ss.:

I, Fred E. Horton, Jr., a Notary Public commissioned in the County of Nassau, State of New York, DO HEREBY CERTIFY, that on the 10th day of May, 2005 before me personally appeared Robert Cox, Treasurer of Bright Acquisitions Corporation (the Company), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, and acknowledged that he signed, executed, and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth, being duly authorized so to do.



Fred E. Horton, Jr.

Notary Public

My Commission Expires: 2/14/06
Registration No. 02H06036968

ACKNOWLEDGMENT

STATE OF OREGON)
COUNTY OF MULTNOMAH)
) SS.

On the 10th day of May, in the year 2005, before me, the undersigned, personally appeared David Mingle the President of CSC Oregon Holdings, Inc. (f/k/a Chrome Systems Corporation), a Delaware corporation, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose names is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, such individual, and the entity upon behalf of which the individual acted, executed the instrument.

Patricia E. Baltcaw

NOTARY PUBLIC

